

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Norfolk Division - In Admiralty**

JAMES A. RUHLE,

Plaintiff,

v.

Civil Action No. 2:20-cv-41

L.D. AMORY AND COMPANY, INCORPORATED,

Serve: Charles Meade Amory, Registered Agent
101 S. King Street
Hampton, VA 23669

Defendant.

COMPLAINT IN ADMIRALTY

COMES NOW James A. Ruhle, and for his complaint in this matter, states as follows:

Jurisdiction

1. This is an admiralty and maritime action within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and this Court has jurisdiction pursuant to Title 28 of the United States Code, §1333.

Parties

2. Plaintiff, James A. Ruhle, is a resident of Wanchese, North Carolina and at all times is and was the owner of the commercial fishing vessel, DARANA R.

3. Defendant, L.D. Amory and Company, Incorporated, is a Virginia corporation, and it owns and operates a wharf and fish packing house at 101 S. King Street in Hampton, Virginia.

Factual Allegations

4. The DARANA R is a steel hull commercial fishing vessel, approximately 79.7 feet long, 23.1 feet wide, registered at 166 gross tons, and with a U.S. Coast Guard Documentation Number 536245.

5. At all pertinent times, Plaintiff has had a contract with the Virginia Institute of Marine Science and the College of William and Mary to perform surveys of fish habitat and stock (“the Contract”), using the DARANA R to support the scientists conducting these surveys.

6. When not engaged in activities pursuant to the Contract, Plaintiff uses the DARANA R for commercial fishing activities.

7. Since at least July 2009, Plaintiff, as owner of the F/V DARANA R, has had a contract with Defendant whereby Defendant agreed to provide wharfage for the DARANA R at Defendant’s dock in Hampton, Virginia when the vessel is not at sea.

8. On or about January 29, 2017, while the DARANA R was docked at its normal and customary position at Defendant’s wharf, a fire broke out in Defendant’s packing house.

9. The fire ultimately spread from the packing house and wharf to the DARANA R, causing serious damage to the vessel.

10. The cost to repair the vessel and return it to service amounted to \$ 357,261.21. *See* the attached Spreadsheet of Repair Damages, attached hereto as **Exhibit A**.

11. As a result of the damage and the time needed to repair the vessel and restore it to service, Plaintiff was unable to engage in any commercial fishing operations, and suffered a loss of income in the amount of \$142,000.

Count 1
Breach of the Warranty of Workmanlike Service

12. The allegations in Paragraphs 1 through 14, above, are incorporated herein by reference.

13. Under the general maritime law of the United States, a wharfinger such as Defendant owes a warranty of workmanlike performance to vessel owners to whom it provides wharfage and dock services, which warranty includes the obligation to provide a safe berth.

14. Defendant owed such a warranty to Plaintiff.

15. As a result of the fire, Defendant breached the warranty.

16. As a direct and proximate result of the breach of the warranty of workmanlike service by Defendant, Plaintiff has suffered damages in the amounts set forth above.

WHEREFORE, Plaintiff prays this Honorable Court will:

1. Enter Judgment in its favor against Defendant in the amount of \$ 499,261.21.
2. Award Plaintiff prejudgment interest, its costs, and such other and further relief as may be just and proper.

Respectfully submitted on January 20, 2020.

JAMES A. RUHLE

/s/ Marissa M. Henderson
By: _____
Of Counsel

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